

A. G. Contract No. KR92-1978-TRN
ECS File: JPA-92-74
Project: Traffic Signal
Maintenance
Section: U.S. 60 / SR 360

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF APACHE JUNCTION

THIS AGREEMENT is entered into 7 October, 1992, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF APACHE JUNCTION, acting by and through its CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City agree it is necessary and desirable for the safety and protection of the traveling public, that certain operations and maintenance activities be provided on SR 360 (Superstition Freeway) and within the City, including its planning areas. This work shall include, but not be limited to, the operation and maintenance of traffic signals and related lighting as listed on Exhibit "A".

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO.	<u>17144</u>
FILED WITH SECRETARY OF STATE	
Date Filed	<u>10/07/92</u>
<u>Richard Mahoney</u> Secretary of State	
By	<u>Wing V. Greenewald</u>

II. SCOPE OF WORK

1. The State will:

Set aside sufficient funds and be responsible for all operations, maintenance and bluestaking of traffic signals and related lighting as listed on Exhibit "A" (except electrical energy costs), including monthly telephone charges for traffic signal interconnect circuits when utilized.

2. The City will:

a. Set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and related lighting on U.S. 60 and SR 360 as listed on Exhibit "A".

b. Be responsible for the cost of major component replacement parts for City-owned facilities.

Any new installations or betterments shall be based on a traffic engineering study, and the mutual involvement shall be negotiable.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until midnight, 30 June 1993, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, canceling said agreement. In event of such notification and upon expiration of the term during which notice is given, this agreement shall thereupon become of no further force and effect.

2. It is understood that this agreement will cancel and supersede any previous agreements for installation, maintenance, and betterment of traffic signals and/or highway lighting on those state highways which traverse within the boundaries of the City.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. Related lighting means: luminaires mounted on traffic signal mastarms.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

City of Apache Junction
Public Works Director
1001 N. Idaho Road
Apache Junction, AZ 85219

9. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF APACHE JUNCTION

STATE OF ARIZONA

Department of Transportation

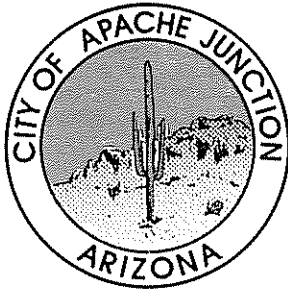
By Tom Damiano
TOM DAMIANO
Mayor

By Robert P. Mickelson
ROBERT P. MICKELSON
Deputy State Engineer

Attest:

By Kathleen Connolly
City Clerk

JPA/2
06AUG92



City of Apache Junction

C E R T I F I C A T E

I certify that I am the duly appointed, qualified, and acting City Clerk of the City of Apache Junction, Arizona, that as such, I have in my possession all of the minutes pertaining to any actions taken by the City Council of the City of Apache Junction, Arizona; that the attached is a true and correct copy of the motion approving the Intergovernmental Agreement with the State of Arizona Department of Transportation (ADOT) for Traffic Signal Maintenance, which was presented to the City Council on the 1st day of September, 1992, as it appears in my records.

September 14, 1992
Date

Kathleen Connelly
Kathleen Connelly
City Clerk

EXHIBIT "A"

(TRAFFIC SIGNAL AND LIGHTING FACILITIES)

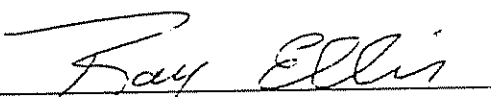
- * Broadway/Ironwood Drive
- * U.S 60/West of Delaware (Greyhound Dog Tract)
- * U.S. 60/Ironwood
- * U.S. 60/North Apache Trail (old SR 88)
- * U.S. 60/Tomahawk Road
- ** U.S. 60/SR 88 (Idaho Road)
- ** SR 88 (Idaho Road)/Broadway
- ** SR 88 (Idaho Road)/old SR 88/North Apache Trail
- *** SR 360/Ironwood Drive
- *** SR 360/Idaho Road
- *** SR 360/Tomahawk Road
- *** SR 360/Goldfield Road

- * City-owned (State provides maintenance/City pays electric and major component replacement)
- ** State-owned/City-shared (50/50) (State provides maintenance/City pays electric)
- *** State-owned (State provides maintenance/City pays electric)

RESOLUTION

BE IT RESOLVED on this 31th day of July 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Apache Junction to allow the State to perform maintenance on a number of City traffic signals in return for the City paying electrical energy costs for State-owned traffic signals at SR 360 (Superstition Freeway) interchanges.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


For CHARLES E. COWAN, Director
Arizona Department of
Transportation

ACCEPTANCE OF CONSENT AGENDA _____)
CONSENT AGENDA BE ACCEPTED AS PRESENTED; AND } Councilwoman Alger MOVED THAT THE

THAT A.G. CONTRACT NO. KR92-1978TRN, AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF APACHE JUNCTION AND THE STATE OF ARIZONA PERTAINING TO TRAFFIC SIGNAL MAINTENANCE, BE APPROVED; AND

THAT RESOLUTION NO. 92-20 AND INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR ECONOMIC STRENGTH MATCHING GRANT OF \$71,010.00, BE APPROVED; AND

THAT RESOLUTIONS NO. 92-22, 92-23 AND 92-24 FOR APPLICATION OF FY 1993 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING, BE APPROVED; AND

THAT GEORGE D. GRAHAM BE APPOINTED TO THE BOARD OF ADJUSTMENT FOR A TERM TO EXPIRE JUNE 30, 1993; AND

THAT EDWARD T. NAMSICK BE APPOINTED TO THE PLANNING & ZONING COMMISSION AND THE MUNICIPAL PROPERTY CORPORATION, WITH BOTH TERMS TO EXPIRE JUNE 30, 1993; AND

THAT DELETION OF \$100,000 FROM PROPOSED BOND ISSUE FOR ACQUISITION OF CHAMBER OF COMMERCE BUILDING, BE APPROVED; AND

THAT ITEM NO. 12 BE MOVED UP TO IMMEDIATELY FOLLOWING ITEM E-8.

Vice Mayor Eidson SECONDED THE
MOTION.

VOTE: Unanimous.

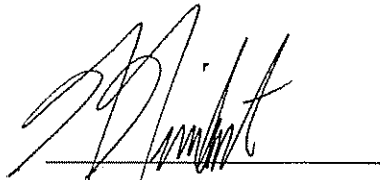
The motion carried.

JPA 92-74

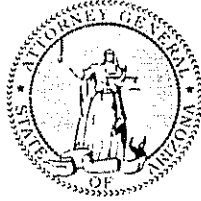
APPROVAL OF THE APACHE JUNCTION CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF APACHE JUNCTION, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 1st day of September, 1992.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-1978-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 2nd day of October, 1992.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

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